

**PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN PROJECT
PHASE THREE**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of this 24th day of July, 2010, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("Consultant") and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City is planning to have design and construction documents developed for a new Civic Center and Park to be located at the 12-acre site north of the Newport Beach Central Library on Avocado Avenue, which will integrate the new City Civic Center Building and Park with the existing library facility ("Project").
- C. Both City and Consultant recognize that the Project is complex and will need to be completed in phases so that the City Council, committee members and the public will have input regarding the design and eventual construction of the Project. At this time, City desires to engage Consultant to provide professional services for the third phase of the Project, which consists of architectural and consultant services for the Bidding and Construction Administration (CA) Phases less Mass Excavation CA of the Project. Both the City and Consultant recognize that this Agreement will need to be amended for additional phases of the Project.
- D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- E. The principal member of Consultant for purposes of Project, shall be Gregory R. Mottola, Vice President.
- F. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the above written date, and shall terminate on December 31, 2011 unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Work" or "Services"). The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

Time is of the essence in the performance of Services under this Agreement and the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.1 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.2 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Million, Nine Hundred Thirty-Five Thousand, One Hundred Twelve Dollars and no/100 (\$3,935,112.00)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. ✓

- 4.1** Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.
- 4.2** City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Consultant:
- A. The actual costs of subconsultants for performance of any of the Services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.
 - B. Approved reproduction charges.
 - C. Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Consultant in the performance of this Agreement.
- 4.3** Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Steven D. Chaitow to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the City Manager's Office and Public Works Department. David A Kiff as City Manager and/or Stephen G. Badum as Public Works Director shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his/her authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

In order to assist Consultant in the execution of its responsibilities under this Agreement, City agrees to, where applicable:

- A. Provide access to, and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.
- B. Provide blueprinting and other Services through City's reproduction company for bid documents. Consultant will be required to coordinate the required bid documents with City's reproduction company. All other reproduction will be the responsibility of Consultant and as defined above.
- C. Provide usable life of facilities criteria and information with regards to new facilities or facilities to be rehabilitated.

8. STANDARD OF CARE

- 8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care.
- 8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

- 8.3** Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

- A. Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Consultant's bid.

- B. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

C. Coverage Requirements.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subconsultant's employees.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each accident.
- iv. Professional Liability (Errors & Omissions) Coverage. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of five million dollars (\$5,000,000) limit per claim and in the aggregate.

D. Other Insurance Provisions or Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

- i. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow

Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- ii. Enforcement of Contract Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
 - iii. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - iv. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.
- E. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement.
- F. Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

City and Consultant agree that subconsultants may be used to complete the Work outlined in the Scope of Services. The subconsultants authorized by City to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. The City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and the City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents to City upon prior written request.

Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

19. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents his/her judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

20. INTELLECTUAL PROPERTY INDEMNITY

The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this paragraph is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any

financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Stephen G. Badum
Public Works Department
City of Newport Beach
3300 Newport Boulevard
PO Box 1768
Newport Beach, CA 92658
Phone: 949-644-3311
Fax: 949-644-3318

All notices, demands, requests or approvals from CITY to Consultant shall be addressed to Consultant at:

Attention: Stephen D. Chaitow
Bohlin Cywinski Jackson
49 Geary Street, Suite 300
San Francisco, CA 94108
Phone: 415-989-2100
Fax: 415-989-2101

27. CLAIMS

The Consultant and the City expressly agree that in addition to any claims filing requirements set forth in the Contract and Contract documents, the Consultant shall be required to file any claim the Consultant may have against the City in strict conformance with the Tort Claims Act (Government Code sections 900 *et seq.*).

28. TERMINATION

In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure

the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. COMPLIANCE WITH ALL LAWS

Consultant shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30. WAIVER

A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

31. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

32. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

33. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the

authorship of the Agreement or any other rule of construction which might otherwise apply.

34. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

35. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

36. CONTROLLING LAW AND VENUE


The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

37. EQUAL OPPORTUNITY EMPLOYMENT

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.


APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  10/27/10
Leonie Mulvihill
Assistant City Attorney
KSA 10/27

CITY OF NEWPORT BEACH,
A California municipal corporation

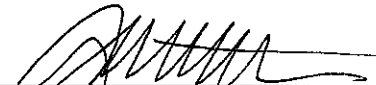
By: 
Keith D. Curry, Mayor


ATTEST:

By: 
Leilani I. Brown
City Clerk



CONSULTANT: BOHLIN CYWINSKI
JACKSON, a Pennsylvania Corporation

By: 
Gregory R. Mottola
Vice President

By:  11/18/10
~~W. Dan Haden, III.~~ WILLIAM D. LOOSE
Vice President/Treasurer

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid III, AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

15 October 2010

Mr. Stephen G. Badum
Public Works Director
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

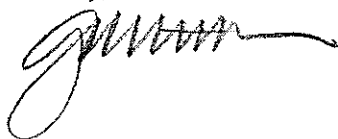
Subject: Newport Beach City Hall and Park (BCJ Project #: 08519D)
Proposal for Bidding and Construction Administration Phase Services less Mass Excavation
CA (Exhibits A, B, C and D to PSA)

Dear Mr. Badum,

We are pleased to have the opportunity to continue our collaboration with you and the City of Newport Beach on the new City Hall and Park project. We look forward to building on the work completed with you during the Concept Refinement, Schematic, Design Development and Construction Document Phases. Based on our conversations with you we are submitting the following proposal for Architectural and Consultant Services for the Bidding and Construction Administration (CA) Phases less Mass Excavation CA. This proposal contains the scope of tasks and deliverables (Exhibit A), a work plan and schedule (Exhibit B), our Billing Rates, Fee Proposal and Reimbursable Expenses Budget (Exhibit C) and Consultants' Proposals (Exhibit D) for the Bidding and CA Phases.

We are pleased to present this proposal to the City of Newport Beach and we appreciate the opportunity to be of service to you in your efforts to create a new civic center for the City.

Sincerely,



Gregory R. Mottola, AIA
Principal



Steven Chaitow, AIA
Senior Associate

cc: Dave Kiff, City Manager; Peter Bohlin, Daniel Lee, file

Architecture Planning Interior Design
Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street, Suite 300
San Francisco, California 94108-5729
415-989-2100/Fax: 415-989-2101

Bohlin Cywinski Jackson

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Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid III, AIA
Karl Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

08519D – Newport Beach City Hall and Park - Schematic Design and Design Development Phase Services:

EXHIBIT A – Scope of Services

A. Project Scope and Budget

Our proposal is based on the following project scope, budget, schedule and process assumptions:

1. As of the date of this proposal, the Project is about to conclude the Construction Document (CD) Phase for the main portion of the project, as well as Construction Administration (CA) for the Mass Excavation portion of the project. See BCJ's proposal dated 17th of March, 2010, included with the main Professional Services Agreement (PSA) as Exhibit A, for the scope of work included with CDs and Mass Excavation CA. Prior to this work BCJ completed the Design Development and Schematic Design Phases and Concept Refinement services. Please see BCJ's proposals for the Schematic and Design Phases, dated the 7th of April, 2009, included with the main Professional Services Agreement (PSA) as Exhibit A and Concept Refinement services, dated the 5th of January, 2009, also included with the main Professional Services Agreement (PSA) as Exhibit A, for the scope of these earlier phases of work.

2. Project Scope:

The new City Hall and Park for Newport Beach project will consist of four major components as described below. This project shall take the design developed and documented during the Concept Refinement, Schematic, Design Development and Construction Phases and provide for the implementation of this design through the bidding and construction administration phases. The Concept Refinement Phase design, scope and budget were approved by the city council on the 14th of April, 2009. The Schematic Phase design, scope and budget were approved by the city council on the 24th of November, 2009. The Design Development Phase design, scope and budget were approved by the city council on the 27th of April, 2010. The City does not have a separate approval for the Construction Document phase. The City Council is scheduled to approve the project's GMP in the early part of January, 2011.

The four major components are as follows:

- a. A new two-story City Hall Building that will consist of approximately 100,000+/- square feet of building area.
- b. A three-story Parking Structure containing approximately 450 parking spaces. This garage has been designed and documented by BCJ and its consultants in the Concept Refinement, Schematic Design and Design Development phases. On the behalf of the City, the Program Manager hired the design-build firm Bomel Construction to provide Construction Document and Construction phase services. This firm is on the process of taking BCJ's Design-Build bridging documents and developing them into CD phase construction documents. They will also be responsible for the construction of this garage. BCJ

Architecture Planning Interior Design
Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street, Suite 300
San Francisco, California 94108-5729
415-989-2100/Fax: 415-989-2101

and its consultants will be reviewing the drawings and involved in the CA phase for conformance with design intent.

- c. Site development of approximately 17 acres that will integrate the library immediately to the south of the site, the proposed city hall and garage with a new 12 acre park north of the City Hall and garage. This includes the area to the south and west of the Library that was added in the Design Development Phase and the replanting of the slope east of the Library to the south edge of the Library that was added in the Construction Document Phase.
- d. A two-story addition to the existing Central Library located immediately to the south of the City Hall site. This addition will consist of approximately 15,000 square feet of building area.

3. Program:

The Newport Beach Civic Center City Hall Facilities Needs Assessment Document dated August 9, 2002 prepared by Griffin Advisors, and as updated with revision date 2008 formed the basis of the City Hall program and was refined, adjusted and approved as part of the Concept Refinement Phase.

This program was refined during the Schematic Design Phase. A summary of these changes was provided in an email titled 'Newport Beach Civic Center - Status' sent by BCJ to the City on the 11th of December, 2009, that were included with the Construction Document proposal as Exhibit "D" that is included herewith by this reference. This message included a summary of the changes that were approved by the City Council on the 24th of November, 2009 and included a 2009 update to the Newport Beach Civic Center City Hall Facilities Needs Assessment, a file from the 12th of May, 2009 called "Alternative Work Space" and files from the 17th of September, 2009 containing program comments for the One-Stop-Shop, the Building Department and the Planning Department.

In addition, the City provided some initial project information at the start of the Concept Refinement phase. This list of documents was included in the Concept Refinement Phase Proposal Exhibit A, Paragraph A.2, and is included herewith by this reference.

4. Project Budget:

The 50% Construction Document Phase Project Information provided by the City of Newport Beach's Program Manager indicates the project budget to be in the range of \$114+/- million construction costs for the project, excluding soft costs. This breaks down to approximately \$64.9M+/- for the City Hall Building, \$8.5M+/- for the Parking Structure, \$22.8M+/- for the Park, \$10.8M+/- for the Central Library Addition, and \$7.5M+/- for the significant mass excavation / site preparation. The scope also includes \$2.5M for a pedestrian bridge over San Miguel as an additive alternate.

This proposal anticipates that at the conclusion of the Construction Document Phase, the City of Newport Beach will have confirmation from the 75% CD phase estimate that the project has remained on target with the budget and that the project scope, budget and schedule remain as defined to date. BCJ will then proceed with the Bidding and Construction Administration Phase services.

If the City of Newport Beach approves revisions to the project scope, budget, schedule or other factors upon which this proposal and the attached Agreement are based, the Basic Services compensation shall be adjusted subject to mutual agreement by the City of Newport Beach and BCJ.

B. Project Design Team

1. This proposal includes the following Basic Services team, including Architect and the following core Consultant Team:

a. Architect	Bohlin Cywinski Jackson	(BCJ)
b. Structural Engineering	Arup North America LTD	(Arup)
c. Mechanical/Electrical/Fire Protection Engineers	Arup North America LTD	(Arup)

2. Other specialty consultants, such as the following, although not normally included in Basic Services scope, are also included as part of this proposal:

d. Civil Engineer	Arup North America LTD	(Arup)
e. Landscape Architect	Peter Walker Partnership	(PWP)
f. Acoustical Design	Charles M. Salter Associates	(CSA)
g. Audio Visual Systems Engineering	Charles M. Salter Associates	(CSA)
h. Lighting and Daylighting Design Consultant	Arup North America LTD	(Arup)
i. Telecom, Signal and Data Systems Consultant	Arup North America LTD	(Arup)
j. Sustainability	Arup North America	(Arup)
k. Security Systems Consultant	TransTech Systems, Inc.	(TransTech)
l. Waterproofing Consultant	Allana Buick & Bers, Inc.	(ABB)
m. Code Consultant	The Fire Consultants	(TFC)
n. Food Service Consultant	HDA Pacific	(HDA)

3. The following consultants will be under direct contract with the city of Newport Beach. The City or the City's Program Manager will be responsible for providing direction to these firms and coordinating their efforts with BCJ and its consultants:

a. Program Manager	CW Driver	(CWD)
b. LEED Document Coordinator	EC2	(EC2)
c. Environmental Impact Report (EIR) Consultant	LSA Associates	(LSA)
d. Geotechnical Engineer	Leighton & Associates	(Leighton)
e. Commissioning Agent	Glumac Engineering	(Glumac)
f. Building Plan Check	Anderson Penna/Interwest	(Interwest)

4. The following firms will be under direct contract with the Program Manager. The City's Program Manager will be responsible for providing direction to these firms and coordinating their efforts with the City, BCJ and its consultants:

a. Design-Build Garage Firm	Bomel Construction	(Bomel)
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5. BCJ's scope of work shall be completed in unison with concurrent services being provided by the City of Newport Beach's own staff or separate consultants or contractors in accordance with the same phase-by-phase schedule as the Architect. BCJ services made necessary by delays or out-of-sequence actions, changes or requests made by the City of Newport Beach's staff or separate consultants or contractors shall be compensated as Additional Services, subject to the terms of the PSA. All meetings with the City of Newport Beach's separate consultants shall take place as part of the quantity of meetings included by the Architect as part of Basic Services. Additional meetings, if required, shall be compensated as Additional Services, subject to the terms of the PSA.

C. Project Delivery

1. The basis of this proposal assumes that the construction procurement shall be by competitive bidding to subcontractors under the management of a Construction-Manager-at-Risk with two bid packages containing scopes as outlined below for all work except the parking garage. The garage CD package is to be provided by a Design-Build firm that will be responsible for taking BCJ's Design-Build bridging documents and developing them into CD phase construction documents. This same firm will then construct the garage. BCJ and its consultants will provide review of these drawings and the construction for compliance with design intent.
2. If an alternate delivery method or changes to the scopes, quantity or schedule for bid packages are requested by the City, the Architect shall be entitled to additional compensation, the amount of which shall be subject to mutual agreement. Other than as outlined below, preparing construction documents as multiple bid packages for alternate, separate or sequential bids, or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase is not included as part of Basic

Services, and would be compensated as Additional Services if requested by the City. The budget for the Cost of the Work shall be for the project as a whole, not a series of individual fixed construction budgets for multiple separate parts of the project or for separate bid packages.

<u>Bid Pkg No.</u>	<u>Bid Package Scope</u>	<u>Bid Package Schedule</u>
1.	Mass Excavation Package	17 th of March, 2010
2.	Final GMP Package including the balance of the Construction Documents.	4 th of November, 2010
<u>DB Pkg No.</u>	<u>Package Scope by others</u>	<u>Package Schedule</u>
1.	Garage	Early November, 2010

D. Project Schedule

1. The Basic Services scope and fee is based on the schedule shown in Exhibit B. Changes to this schedule will require an adjustment in BCJ's fee, the amount of which shall be subject to mutual agreement.
2. Bohlin Cywinski Jackson and consultants attendance at meetings (not including internal BCJ and Consultant team meetings) included as part of Basic Services shall not exceed the quantity as described in the Bidding and Construction Administration scopes below. BCJ and Consultant attendance at additional meetings beyond the total indicated, if required, shall be compensated as Additional Services including reimbursable expenses. Written authorization from the City of Newport Beach will be required prior to attendance at additional meetings, subject to the terms of the PSA.

E. Bidding Scope of Basic Services

1. It is BCJ's understanding that during this phase the City and their Construction Manager will be responsible for all bidding, award, procurement and purchasing activities of this contract. During bidding BCJ will provide services that will support the City's efforts:
 - a. Interpret Construction Documents.
 - b. Issue addenda as required in an eight-week bidding period to clarify the bid documents and/or answer the questions of bidders. Beyond this, if the City requests design or scope changes to the documents that require significant revisions to the contract documents, these shall be incorporated into an addenda as an additional service. BCJ shall provide one bond copy of each addenda or bulletins to the City and the City's Construction Manager. BCJ will also post this information on the FTP site BCJ has established for communication with the City. The City's Construction Manager will then issue them to the appropriate trade contractors.
 - c. Substitution requests will not be permitted during the bid period and services related to review of substitution requests during the bidding phase are not included in the scope of services. Such services, if requested by City will be addressed as an additional service.
 - d. If so requested by City, BCJ shall assist in evaluating bids.
 - e. Permitting – BCJ will assist with Building Permit Application and coordinate the submission of permit documents to the corresponding agencies.
 - f. BCJ shall provide clarifications and/or corrections to permit drawings and specifications as required in response to plan check comments from the City's Building Department.

- g. It is understood that all required Permit fees for the Project shall be paid for by City.
- h. The City will provide BCJ and consultants with any supporting information required by the City's Building Department for permit filing purposes (i.e. plot plan of existing conditions, utilities, existing tree survey, soils report, etc.).
- i. BCJ shall schedule and attend (up to 2) pre-application meetings with the City's Building Department or authorized agent prior to the actual Permit submission.
- j. The garage will be provided by the DB firm and will therefore have no bidding phase.

F. Construction Administration Scope of Basic Services

During the Construction Phase for the work described in this Proposal, which the Program Manager has estimated to be a 104 week duration to final completion, BCJ will assist the City with administration of the construction contract for the work. These services, described below, begin with award of the construction contract and vary depending on the stage of construction. As a constant, however, BCJ will advise and consult with the City on the progress and quality of the construction work and, when authorized, will represent the City, but only to the extent set forth below:

1. Meetings and Site Visits: BCJ will visit the Project site during construction to attend job meetings and to observe construction progress
 - a. BCJ will walk through the Project site during construction as often as is appropriate, in the Architect's professional judgment, but with prior written approval of the City, to observe the Work in place at that time, to become generally familiar with its progress and quality, and to determine whether it is in keeping with the intent of the Contract Documents. This proposal has a total of 99 site visits, plus an additional three site visits for punchlist activities at the end of the project budgeted as part of basic services. Additional site visits beyond this quantity shall be considered as an additional service.
 - b. Architect will distribute Field Orders, if any, and a Field Report after each site visit.
 - c. Accepting or Testing Work: Although BCJ may observe and point out actual or potential problems during site walk-throughs, these walk-throughs are not construction inspections or a guarantee that there will not be defects or deficiencies in the Work. If, however, BCJ identifies construction that does not conform to the Contract Documents, BCJ will recommend that the City not accept it.
 - d. Communications:
 - a. Interpretations: During Construction, BCJ will, upon request of the City or the Construction Manager, provide written or graphic interpretations and clarification of our Construction Documents. These interpretations will be consistent with BCJ's intent as expressed in, or reasonably inferable from our Construction Documents. The City and the Construction Manager will communicate with BCJ in writing for any communication relevant to BCJ's services.
 - b. Bulletins: BCJ will use its Bulletin form to: 1) authorize minor changes in the Work (if there is no change in cost or time); 2) BCJ will issue supplemental instructions (if there is no change in cost or time) in response to the Construction Manager's requests for interpretations and clarifications of our Construction Documents; 3) confirm Architect's field orders; and d) request estimates/proposals.
 - c. Documentation: During construction, we will maintain logs of: 1) Addenda to the Contract for Construction; 2) Bulletins; 3) Confirmations of Field Orders; 4) Field Reports; 5) Meeting Notes; 6) Architectural Sketches; 7) Construction Manager's Requests for Information; 8) Contractor's

Submittals; and 9) Construction Manager's Substitution Requests and make these available to the Project Team.

5. Submittal Review: During Construction, BCJ will review various samples, product data and shop drawings that the Construction Documents require the Construction Manager to submit, to determine whether those items and the Trade Contractor's proposed methods of fabrication are consistent with BCJ's visual and aesthetic design concept expressed in the Construction drawings and specifications. In advance of the construction work, the City will require its Construction Manager to provide a Submittal Schedule outlining the Submittals for the Project Work, for the City's and BCJ's approval.
6. BCJ will conduct a field review of the Work in order to assist the Construction Manager with development of the Punch List and if necessary on follow-up field review, if previously approved by the City, including review of the Construction Manager's punch list items, to confirm Substantial Completion. If BCJ does not find the Work Substantially Complete, BCJ will notify the City.
7. BCJ will provide responses to RFI's, submittals, etc. that comply with industry standards for timeliness. Review time for submittals can be managed only if the Construction Manager provides a complete submittal schedule at the beginning of the project so that BCJ can properly staff the construction administration effort.
8. BCJ will provide review of submittals and provide on-site construction observation for adherence to design intent for the parking garage.
9. This proposal does not include CA services for the Mass Excavation package, which were provided under BCJ proposal 08519C.

G. Environmentally Responsible Design Scope of Basic Services

1. One of the goals of the Architect and its consultants is to design and document this project to be environmentally responsible. The City approves this goal subject to City approval of the measures proposed by the Architect to achieve this goal and subject to compliance with the City's budget for the Cost of the Work. In addition, the City requires the Architect and its consultants to design and document the project with the goal of achieving US Green Building Council (USGBC) LEED certification. Formal application to and certification by the USGBC for LEED certification is a discrete activity that requires the involvement of the City, the Program Manager, contractors, the commissioning agent and others outside the Design Team to be successful. In response, the City has retained consultants to perform the tasks indicated, under contracts directly with either the City or the Program Manager:
 - a. LEED is a measurement system designed by the US Green Building Council to define "green buildings". The process requires that the Architect and the Contractor each provide, for the LEED work that is their responsibility, an individual who is responsible for tracking, compiling and organizing the information and letter template files that the USGBC uses to validate compliance with their rating system. In the outline below these individuals are called the Architect's LEED Manager and the Contractor's LEED Manager.
 - b. In addition, the City has elected to retain EC2 to serve as the LEED Documentation Coordinator for the project. The LEED Documentation Coordinator is responsible for maintaining and updating the LEED checklist, for overseeing the progress by the City, the Architect's LEED Manager and the Program Manager's LEED Manager in assembling the electronic documentation required for submittal to USGBC for LEED certification, for creating the files for submittal to USGBC, and for monitoring and assisting the Architect's and Program Manager's compliance with LEED related requirements and procedures.
 - c. A major component of LEED compliance is the proper operation of building systems and assemblies, so the process also involves a firm employed to develop a plan for managing the installation, operation, and maintenance of those systems. For compliance with LEED EA Prerequisite 1, this individual is required to be engaged early in the project so as to be involved in during both design and construction. In the outline below that firm is the Commissioning Agent. The City has retained Glumac as a separate consultant serving as the Commissioning Agent for the project. The Commissioning Agent will be responsible for:

- 1) Developing and managing the detailed Commissioning Plan in accordance with the general performance requirements defined in a performance specification prepared by the Architect's MEP Consultant.
 - 2) Ensuring that the systems and assemblies installed are operable and maintainable.
 - 3) Ensuring that the design intent, installation and O&M requirements are thoroughly documented.
 - 4) Coordinating training of operators and facility staff to ensure they are able to operate and maintain the facility per the design intent and facility requirements.
2. LEED related services performed by the Architect and its Consultants, led by the Architect's LEED Manager, as part of Basic Services shall be as follows:
 - a. Construction Administration Phase:
 - 1) Respond to Contractor, Commissioning Agent and LEED Documentation Coordinator questions regarding the construction documents requirements related to construction phase LEED issues:
 - 2) Review submittals for general compliance with LEED requirements. Detailed reviews and tracking of submittals regarding format and completeness of documentation to support USGBC certification will be by the LEED Documentation Coordinator and the Contractor's LEED Manager.
 - 3) Review construction documents requirements related to LEED related issues at Project Meetings.
 - 4) Complete letter templates for construction phase LEED points that require the Architect's or Engineering Consultant's signature utilizing letter template formats provided by the LEED Documentation Coordinator.
3. LEED-Related Notes and Clarifications
 - a. LEED credits review by the USGBC may involve the services of the Architect and its consultants in order to satisfy USGBC requirements for additional information such as calculations or modeling. All services related to responding to any comments or requests by the USGBC for additional information on individual LEED credits beyond what is defined as required in the LEED manual are not included as part of Basic Services.
 - b. All services required if the City elects to appeal any credit denied in the Final LEED Review are not included as part of Basic Services.
 - c. All services indicated above as the responsibility of the LEED Documentation Coordinator, the Contractor's LEED Manager or the Commissioning Agent are not included as part of Basic Services.
 - d. All LEED related meetings are assumed to be part of the typical project meetings. If the City requests separate LEED meetings that result in exceeding the quantity of meetings included as part of Basic Services, such meetings are to be compensated as Additional Services.
 - e. All LEED related registration, application, appeal and other fees are not included as part of Basic Services and would be addressed as reimbursable expenses.
5. The Architect's scope of services related to commissioning that shall be provided as part of Basic Services shall be subject to the following limitations:
 - a. The duration of the Commissioning Agent's specified scope of services shall include the entire construction period and a period of one year following Substantial Completion of the Project. For the duration of their services through Final Completion, the Commissioning Agent shall be the Program Manager's and City's point of contact for providing consultation and assistance as to any Work not performing as expected or that is discovered to be defective, and particularly in connection with the utilization of any equipment or system such as initial start-up and testing, adjusting and balancing, and maintenance. The Commissioning Agent shall coordinate the repair of the issue with the Program Manager to the City's satisfaction.

H. Qualifications and Exclusions

1. The scope of work outlined in this proposal shall be incorporated as Exhibit A into the City of Newport Beach's Professional Services Agreement, as modified to suit this specific project. Per the PSA, BCJ is proposing our fee as a time and expense not-to-exceed fee, to be invoiced monthly based on hours spent completing the above described scope of work completed. Invoices for this work shall be in the same format as those used in the Concept Refinement, Schematic, Design Development and Construction Document Phases.
2. Substantial revisions to the building program and/or documents after completion of the phase and the City of Newport Beach's approval of the Design Development Phase (the final design approval), will be considered as an additional service.
3. If the City of Newport Beach or its Construction Manager causes the duration of the Bidding or CA phases of work to substantially exceed what is specified in this proposal, the work performed in excess of the specified duration would be in addition to this proposal and would be considered as an additional service. BCJ shall provide prompt written notice to the City if BCJ becomes aware of any delay or extension to the schedule.
4. A fixed number of meetings are identified for this phase of the work as outlined in Exhibit B. If the number of meetings for the phase is exceeded, these meetings would be in addition to this proposal and considered an additional service.
5. Specialty Consultants, not specifically identified and included in the proposal are excluded. Should the City require the addition of any other specialty consultants, they can be provided as an additional service.
6. Neither Furniture Design nor Furniture, Fixtures and Equipment (FF+E) is included in this proposal.
7. Services relative to future facilities, systems and equipment are not included as part of Basic Services.
8. BCJ has the right to rely on the accuracy and completeness of services and information furnished by the City and the City's Consultants. BCJ shall provide prompt written notice to the City if BCJ becomes aware of any error, omission or inconsistency in such services or information.
9. Services related to value engineering includes reviews with the City and Program Manager of relative cost information on scope, design and constructability alternatives on a continuous or "rolling" basis, proceeding from general to more detailed issues, as alternatives are evaluated and decisions are made during the Bidding and Construction Administration Phases are not included in this proposal. All cost estimating services required related to the value engineering process will be provided by the Program Manager. All value engineering services after City approval of the Design Development Phase and all other services related to value engineering are not included as part of Basic Services other than the Architect's and the Architect's consultants' services required to comply with the City's budget for the Cost of the Work.
10. Provision of electronic file formats for use by the estimator, contractors or bidders shall be available upon receipt of a signed original of the Electronic File Transfer Agreement to be provided by BCJ.
11. All services related to special studies, including constructability analyses, life cycle costing, energy analysis studies, environmental impact reports and analysis of owning, operating and maintenance costs are not included as part of Basic Services for the bidding and CA phases.
12. All services related to submitting to Grant, Energy or other similar Programs, other than Southern California Edison's 'Savings by Design' program, are not included as part of Basic Service. This proposal assumes that the City's Program Manager will submit required information for any Grant, Energy or other similar Programs.
13. Generally, BCJ will not provide drawings to a Contractor in electronic form. Contract provisions on this subject will be included in City's agreement with the Contractor stating that if the Architect is required to provide drawings to a Contractor in electronic form, the Contractor shall be required to execute a CADD Electronic File

Transfer Agreement, and the Architect will be reimbursed by the Contractor for the time and expenses associated with providing the electronic files at the rate of \$2,000 per transfer.

14. The Architect and some consultants have, at their sole discretion, elected to produce some of the construction documents drawings utilizing Building Information Modeling (BIM) software. The BIM software shall be utilized solely as an internal architect-consultant team tool. The model(s) may be provided to the Program Manager solely as a convenience, after a CADD transfer agreement has been signed. The City and Program Manager acknowledge that any third party use of the BIM model is done so at the users' own risk. The construction documents shall be traditional two-dimensional drawings and shall be the official, binding documents for the project.
15. The scope of the Consultants' and Engineers' Basic Services shall be as indicated in the attached Consultant Proposals and attached to this proposal as Exhibit D.

END OF EXHIBIT A

EXHIBIT B – Project Schedule:

A. Project Schedule:

Our proposal is based upon an eight week bidding period and 22 month construction schedule. The general overall project schedule is captured below, a combination of completed phases, ongoing ones and upcoming as discussed with the City of Newport and CW Driver, the City's Program Manager. This schedule has the following milestone phases below. Unlike previous phases, BCJ will not be in charge of issuing a schedule for the project team and as a result has not included a proposed work plan with this scope. Should the schedule lengthen, BCJ and the design team can provide a proposal for additional services to cover the additional presence on the project.

Completed:

Concept Refinement Phase:	15 Jan 09 – 14 Apr 09
City Phase Approval:	14 Apr 09
Schematic Design Phase:	15 Apr 09 – 14 Aug 09
City Phase Approval:	14 Aug 09 – 14 Sep 09
Design Development Phase:	15 Sep 09 – 18 Feb 10
City Phase Approval:	18 Feb 10 – 18 Mar 10
Bidding Package 1 – Mass Excavation 100% CD	29 Jan 10
Bidding Package 1 – Mass Excavation Bid Set	17 Mar 10

Ongoing:

Package 1 – Construction – Mass Ex	28 Apr 10 – 15 Nov 10
Package 1 – Construction – Shoring Wall	30 Sep 10 – 14 Feb 11
Bidding Package 2 CD Phase:	19 Mar 10 – 04 Nov 10
DB Garage Package CD Phase	15 Jul 10 – 02 Dec 10

Upcoming:

DB Garage Package – Construction	14 Feb 11 – 01 Nov 11
Bidding Package 2 – Bidding	05 Nov 10 – 31 Dec 10
Note: assumes Bid Phases A+B are roughly concurrent	
Package 2 Construction	01 Jan 11 – 31 Oct 12
Start of Move-in	01 Jan 13

EXHIBIT B

EXHIBIT C - Schedule of Hourly Rates/Fees:

A. Schedule of Effective Hourly Rates

The following list indicates 2010 hourly rates for the staff of the firms that make up Bohlin Cywinski Jackson's team. These rates are subject to annual updates according to each firm's compensation policies as mutually agreed upon by both parties. Please note the 2010 rates listed below are unchanged from the team's 2009 hourly rates.

1 Discipline – Architecture Bohlin Cywinski Jackson

Principal	\$285
Senior Associate	\$160
Associate	\$125
Staff I	\$105
Staff II	\$ 85
Staff III	\$ 65
Office	\$ 75

2 Disciplines - Structural Engineering, M/E/P/FP, Civil, Sustainability, Telecomm, Lighting Arup North America LTD

Principal	\$300
Associate Principal	\$215
Associate	\$190
Senior Engineer	\$160
Engineer	\$130
Graduate Engineer	\$110
Senior Drafter	\$120
Drafter	\$110
Clerical	\$ 85

3 Discipline - Landscape Architecture Peter Walker and Partners Landscape Architects

P. Walker, Director	\$410
D. Findlay, Director	\$305
Partner	\$190
Associate	\$125
Landscape Architect	\$110
Staff	\$ 65
Archivist/Librarian	\$150

4 Discipline – Building Code Consulting The Fire Consultants

Principal	\$190
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5 Discipline - Waterproofing Consulting
Alana Buick & Bers, Inc.

Senior Principal	\$350
Associate/Principal	\$225
Consultant III	\$160
Consultant II	\$145
Administrative	\$ 70

6 Disciplines - Audiovisual and Acoustical
Charles M Salter Associates, Inc.

President	\$250
Sr. Vice-President	\$250
Vice-President	\$230
Director	\$230
Principal Consultant	\$190
Senior Consultant	\$145
Consultant	\$125
Technical Assistant	\$ 90

7 Discipline – Security Systems Consulting
TransTech Systems, Inc.

Principal	\$175
Engineer	\$145
CADD	\$ 95
Administration	\$ 75

8 Discipline – Food Service Consulting
HDA Pacific

Senior Principal	\$150
Principal/Director	\$125
Associate/Project Manager	\$110
Project Director/Designer	\$95
CADD	\$ 75
Administrative	\$ 75

Based on the above-described scope of work, budget and schedule and the Agreement terms and conditions, we request a professional services Hourly-not-to-exceed fee as detailed on the following sheets:

Hours and Fee for Newport City Hall Project - Bidding and CA Phases (less Mass Ex CA)

	City Hall Bldgs		Pking (Review)		Library Addition		Site		Pedestrian Bridge		C Union Fit-out		Totals
	Rate \$/hr	Bidding Hrs	CA Hrs	new CA Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	new CA bal Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	CA Hrs	
Architectural													
Principal	\$285	60	574	0	14	40	384	5	33	1	10	0	0
Senior Associate	\$160	310	2494	0	14	22	211	10	65	4	38	2	10
Associate	\$125	510	3646	0	66	185	1488	35	66	5	48	7	58
Staff 1	\$105	150	478	0	0	50	480	50	380	0	0	10	38
Staff 2	\$85	550	4798	0	30	0	0	20	142	0	0	6	10
Office	\$75	100	574	0	14	5	48	10	63	5	48	0	0
Architectural Fees		\$200,450	\$1,519,430	\$0	\$18,080	\$43,670	\$383,232	\$15,100	\$84,750	\$1,925	\$18,480	\$2,755	\$13,584
Structural													
Principal	\$300		120				40		18		40	0	0
Associate Principal	\$215											0	0
Associate	\$190											0	0
Senior Engineer	\$160	20	220			12	88	8	52	8	72	0	0
Engineers	\$130	30	270			6	114	6	80	6	78	0	0
Graduate Engineer	\$110		160						52		90	0	0
Senior Drafter	\$120		80				25		16		16	0	0
Drafter	\$110											0	0
Clerical	\$85	4	56				40		20		32	0	0
Structural Fees		\$7,440	\$138,260	\$0	\$0	\$2,700	\$47,300	\$2,060	\$33,460	\$2,060	\$48,200	\$0	\$0
Mechanical & Plumbing													
Principal	\$300		24				24						
Associate Principal	\$215												
Associate	\$190		120										
Senior Engineer	\$160	24	216			6	74			1	6	2	
Engineers	\$130	20	280			6	74				4	16	
Graduate Engineer	\$110	10	230								4		
Senior Drafter	\$120		80				16				4		
Drafter	\$110		20										
Clerical	\$85		80				32						
M&P Fees		\$7,540	\$144,860	\$0	\$0	\$1,740	\$33,300	\$0	\$0	\$160	\$2,570	\$520	\$2,400
Electrical													
Principal	\$300		16				4						
Associate Principal	\$215		16				4						
Associate	\$190												
Senior Engineer	\$160	20	180			4	36		18		8	4	
Engineers	\$130	6	134			4	20			2	8	4	12
Graduate Engineer	\$110		80				24				4		
Senior Drafter	\$120		40				16						
Drafter	\$110		32										
Clerical	\$85		46				22		1		3		
Electrical Fees		\$3,980	\$75,490	\$0	\$0	\$1,160	\$16,850	\$0	\$2,965	\$260	\$3,015	\$520	\$2,200
Totals													
													\$2,301,456

Hours and Fee for Newport City Hall Project - Bidding and CA Phases (less Mass Ex CA)

	City Hall Bids			Prkng (Review)			Library Addition			Site			Pedestrian Bridge			C Union Fit-out			Totals
	Rate \$/hr	Bidding Hrs	CA Hrs	Bidding Hrs	new CA CA Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	new CA bal Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	CA Hrs				
Sustainable																			
Principal	\$300																		
Associate Principal	\$215		12																
Associate	\$190																		
Senior Engineer	\$160		64																
Engineers	\$130		60																
Graduate Engineer	\$110																		
Senior Drafter	\$120																		
Drafter	\$110																		
Clerical	\$85		12																
Sustainable Fees		\$0	\$21,640	\$0	\$0	\$0	\$290	\$6,010	\$260	\$3,005	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,205	

Telecoms												
Principal	\$300											
Associate Principal	\$215											
Associate	\$190											
Senior Engineer	\$160											
Engineers	\$130											
Graduate Engineer	\$110											
Senior Drafter	\$120											
Drafter	\$110											
Clerical	\$85											
Telecom Fees		\$960	\$18,565	\$0	\$0	\$160	\$2,045	\$160	\$960	\$0	\$320	\$24,450

Lighting												
Principal	\$300											
Associate Principal	\$215											
Associate	\$190											
Senior Engineer	\$160											
Engineers	\$130											
Graduate Engineer	\$110											
Senior Drafter	\$120											
Drafter	\$110											
Clerical	\$85											
Lighting Fees		\$320	\$7,980	\$0	\$0	\$0	\$3,555	\$0	\$3,590	\$0	\$1,100	\$19,585

Daylighting												
Principal	\$300											
Associate Principal	\$215											
Associate	\$190											
Senior Engineer	\$160											
Engineers	\$130											
Graduate Engineer	\$110											
Senior Drafter	\$120											
Drafter	\$110											
Clerical	\$85											
Daylighting Fees		\$0	\$3,540	\$0	\$0	\$0	\$1,535	\$0	\$0	\$0	\$0	\$5,075

Hours and Fee for Newport City Hall Project - Bidding and CA Phases (less Mass Ex CA)

	City Hall Bldgs		Prking (Review)		Library Addition		Site		Pedestrian Bridge		C Union Fit-out		Totals	
	Rate \$/hr	Bidding Hrs	CA Hrs	Bidding Hrs	new CA Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	new CA bal Hrs	Bidding Hrs	CA Hrs	Bidding Hrs		CA Hrs
Civil														
Principal	\$300													
Associate Principal	\$215													
Associate	\$190													
Senior Engineer	\$160													
Engineers	\$130													
Graduate Engineer	\$110													
Senior Drafter	\$120													
Drafter	\$110													
Clerical	\$85													
Civil Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$3,840	\$51,510	\$0	\$0	\$0	\$55,350	
Arup Totals		\$20,240	\$410,335	\$0	\$0	\$6,050	\$110,595	\$6,320	\$95,490	\$2,480	\$56,825	\$1,360	\$6,980	\$716,675

Landscape Architecture												
P Walker, Director	\$410											
D. Findlay, Director	\$305											
Partner	\$190											
Associate	\$125											
Landscape Architect	\$110											
Staff	\$65											
Landscape Architecture F	\$0	\$0	\$0	\$0	\$8,800	\$0	\$0	\$24,075	\$269,550	\$0	\$0	\$302,425
Landscape Architecture Consultant's Fees								\$0	\$22,500			\$22,500
												\$324,925

Code Consulting												
Principal	\$190											
Code Consulting Fees	\$0	\$4,750	\$0	\$190	\$0	\$0	\$1,330	\$0	\$0	\$0	\$0	\$6,270

Food Service												
Senior Principal	\$150											
Principal/Director	\$125											
Project Designer	\$95											
Food Service Fees	\$0	\$0	\$0	\$0	\$0	\$1,100	\$6,450	\$0	\$0	\$0	\$0	\$7,550

Security												
Principal	175											
Engineer	145											
CADD	95											
Admin	75											
Security Fees	\$1,630	\$17,680	\$0	\$870	\$190	\$2,910	\$0	\$145	\$850	\$95	\$1,430	\$25,800

Hours and Fee for Newport City Hall Project - Bidding and CA Phases (less Mass Ex CA)

	City Hall Bldgs			Pricing (Review)		Library Addition		Site		Pedestrian Bridge		C Union Fit-out		Totals
	Rate \$/hr	Bidding Hrs	CA Hrs	Bidding Hrs	new CA CA Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	new CA bal Hrs	Bidding Hrs	CA Hrs	Bidding Hrs	CA Hrs	
Acoustics														
President/ Sr. VP	\$250	1	11		0	0	4	0	0	0	0	0	1	
VP/Director	\$230	1	31		0	0	15	0	0	0	0	1	1	
Principal	\$190													
Consultant		0	0				0	0	0	0	0	0	0	
Senior Consultant	\$145	3	51		0	0	22	0	0	0	0	1	3	
Consultant	\$125	0	5		0	0	2	0	0	0	0	0	0	
Technical Assistant	\$90	1	8		0	0	3	0	0	0	0	0	1	
Acoustics Fees		\$1,000	\$18,551		\$0	\$0	\$499	\$8,385	\$0	\$0	\$0	\$499	\$1,000	\$29,933
Audio Visual														
President/ Sr. VP	\$250	0	0		0	0	0	0	0	0	0	0	0	
VP/Director	\$230	0	0		0	0	0	0	0	0	0	0	0	
Principal	\$190													
Consultant		5	47		0	0	3	5	0	0	0	0	0	
Senior Consultant	\$145	2	19		0	0	1	2	0	0	0	0	0	
Consultant	\$125	5	43		0	0	2	5	0	0	0	0	0	
Technical Assistant	\$90	1	10		0	0	1	1	0	0	0	0	0	
Audio Visual Fees		\$2,000	\$18,000		\$0	\$0	\$1,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$23,000
Waterproofing														
Senior Principal	\$350	2	16		4		4			1				
Principal II	\$250	24	40		24		56			4				
Associate II	\$200													
Consultant II	\$145													
Consultant III	\$160		200		40		200			8				
Architect II	\$145													
Building Technologist II	\$110													
Building Technologist III	\$120													
Building Technologist IV	\$125													
Project Manager IV	\$155													
Administrative	\$70	2	40		40		2	24		2	0			
Waterproofing Consulting		\$6,840	\$50,400		\$0	\$16,600	\$6,140	\$49,080	\$0	\$0	\$2,630	\$0	\$0	\$133,180
Totals		\$232,160	\$2,039,146		\$0	\$44,540	\$58,648	\$563,982	\$45,495	\$472,435	\$5,895	\$4,709	\$22,994	\$3,568,789

Bohlin Cywinski Jackson

Stephen G. Badum, P.E.

15 October 2010

Bidding and Construction Administration Phase Exhibits / Page 18

EXHIBIT C	Project Name:		Project No.		Date:	
	NEWPORT BEACH CIVIC CTR + PARK - B-CA Phases		08519D		10/15/2010	
	INITIAL REIMBURSABLE EXPENSES ESTIMATE ATTACHMENT (to proposal)		(SEE NOTE 1)		-	
Item No.	Description	Amount / Person	No. of Days / Miles	Bidding + CA Phase Total	Remarks	
	BCJ Travel Expenses per 2-Day Trip					
	Transportation to/from airport in SF	\$45.00	2	\$90.00		
1	Parking at airport	\$22.00	3	\$66.00		
2	Cab fare / car rental	\$75.00	2	\$150.00		
3	Food	\$75.00	2	\$150.00		
4	Hotel per night	\$240.00	2	\$480.00		
5	Plane Fare (see Note 1)	\$500.00	1	\$500.00		
	Total per person per two day trip			\$1,436.00		
	BCJ Travel Expenses per 1-Day Trip					
	Transportation to/from airport in SF	\$45.00	2	\$90.00		
1	Parking at airport	\$22.00	2	\$44.00		
2	Cab fare / car rental	\$75.00	1	\$75.00		
3	Food	\$75.00	1	\$75.00		
4	Hotel per night	\$240.00	1	\$240.00		
5	Plane Fare (see Note 1)	\$500.00	1	\$500.00		
	Total per person per one day trip			\$1,024.00		
	BCJ TRAVEL REIMBURSABLE EXPENSES PER PHASE					
	Bidding-CA PHASES		People X No. of Trips			
BID	2 2-day trips; 3 people/trip	\$1,436.00	6	\$8,616.00		
CA	20 2-day trips; 3 people/trip	\$1,436.00	60	\$86,160.00		
CA	72 2-day trips; 2 people/trip	\$1,436.00	144	\$206,784.00		
CA	10 1-day trips; 3 people/trip	\$1,024.00	30	\$30,720.00		
	Additional Trips (If Required)		People X No. of Trips			
	All Expenses for additional trips would be Additional Services	NIC	NIC	NIC		
	BCJ ESTIMATED TOTAL FOR TRAVEL/LODGING/MEALS (SEE NOTE 2)			\$332,280.00		
	BCJ TOTAL INITIAL REIMBURSABLE EXPENSES ESTIMATE FOR REPRODUCTION, PRINTING, TELEPHONE/FAX, MAIL (REGULAR AND EXPRESS), PHOTOS/PRINTS PER BCJ PROPOSAL	Approved in CD phase (note 4) \$150,000.00		\$0.00		

Bohlin Cywinski Jackson

Stephen G. Badum, P.E.

15 October 2010

Bidding and Construction Administration Phase Exhibits / Page 19

PWP Landscape Architects TOTAL INITIAL REIMBURSABLE EXPENSES ESTIMATE	\$65,482.00	\$33,043.00
Arup MEP/Structural/Civil/Lighting TOTAL INITIAL REIMBURSABLE EXPENSES ESTIMATE	\$70,000.00	\$0.00
The Fire Consultants TOTAL INITIAL REIMBURSABLE EXPENSES ESTIMATE	\$1,500.00	\$0.00
Charles Salter & Associates - Acoustical Consulting	\$4,000.00	\$0.00
Charles Salter & Associates - Audio Visual Systems	\$5,000.00	\$0.00
Allana Buick Berris - Waterproofing Consultant	\$12,300.00	\$0.00
Transtech Systems - Security Consultant	\$1,950.00	\$0.00
HDA Pacific - Food Service Consultant		\$1,000.00

TOTAL DESIGN PROFESSIONAL TEAM INITIAL REIMBURSABLE EXPENSES ESTIMATE (see Note 3)	\$366,323.00
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<p><u>Notes:</u></p> <p><u>Note 1:</u> Reimbursable expenses include the following:</p> <ul style="list-style-type: none"> - BCJ and Consultants transportation, lodging and expenses for all travel between their offices and the job site. - BCJ and Consultants expenses for all reproduction and printing. - All expenses for telephone/fax, video conferencing, postage, handling, delivery (regular and express) between BCJ, BCJ's Consultants, the Owner, the Contractors and others involved in the project. - BCJ and Consultants expenses for photos/prints. <p><u>Note 2:</u> Plane fare costs are estimated based on minimum two week advanced notice to BCJ of all meeting dates and on ticket purchases being non-refundable. In addition, as BCJ has no control over any fare increases that may occur during the term of this agreement, BCJ will require reimbursement for any additional costs that may occur due to future fare increases in excess of the estimated cost indicated herein.</p> <p><u>Note 3:</u> If this initial projected amount for BCJ and/or Consultants reimbursable expenses is exceeded, (i.e. due to revisions to the quantity of or schedule for BCJ and/or Consultants meetings/presentations, changes to costs upon which the initial projections were based, scope of services changes, etc.) this initial not-to-exceed dollar amount will be increased based on an updated projection of reimbursable expenses. All reimbursable expenses will be billed at a multiple of 1.10 times the expenses incurred.</p>	<p><u>Note 4:</u> A number of reimbursable expenses were approved in the CD phase (BCJ 08519C) that were budgeted as expenses for CDs, Bidding and CA. The City has agreed that these already-approved expenses can be billed back to the CD phase even though they are being generated in the bidding and CA phases. The amounts approved in the CD phase have been listed here for reference.</p>
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Upon Receipt of the City of Newport Beach's written approval and authorization to proceed, BCJ will commence this work.

END OF EXHIBIT C

ACORDTM

Saul Metcho

Fax: 5702887838

Nov 16 2010 04:20pm P002/003

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saul - Metcho 250 Pierce St. P. O. Box 1617 Kingston, PA 18704-1617	CONTACT NAME: Mary Jo Davis
	PHONE (A/C, No. Ext): (570)288-5434 FAX (A/C, No): (570)288-7837
INSURED Bohlin Cywinski Jackson Pc 8 W. Market St Suite 1200 Wilkes-Barre, PA 18701	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co
	INSURER B: St Paul Fire & Marine Ins Co
	INSURER C: Travelers Casualty Ins Co of America
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2010 CA Job Certif

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		680 7176N354	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		BA 7189N374	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> HIRED PHY DAMAGE					\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	QK 06052344	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DEDUCTIBLE					\$ 0
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	UB 3419T24	05/01/2010	05/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 500,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Newport Beach City Hall & Park - All Phases
BCJ Project #08519, 08519A, 08519c and 08519D
SEE ATTACHED FOR COVERAGES AND FORMS

CERTIFICATE HOLDER

FAX: 714.221.4141

City of Newport Beach
Public Works Dept
3300 Newport Blvd
Newport Beach, CA 92863

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Jo Davis/MJD

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Saul Metcho

Fax:5702887838

Nov 16 2010 04:20pm P003/003

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Saul - Metcho		NAMED INSURED Bohlin Cywinski	
POLICY NUMBER		8 W. Market St	
CARRIER	NAIC CODE	Suite 1200	
		Wilkes-Barre, PA 18701	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance**Garage Liability**

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$
				OTHER THAN EA ACC \$
				AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
B			

Excess/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
-------------	---------------	-------------------------------------	--------------------------------------	--------